

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE		PAGE 1 OF 7 PAGES	
2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE May 18, 2006		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY U.S. Department of Energy, EM Consolidated Business Center West Valley Demonstration Project SEB Office Attn: David Hess 175 Tri County Parkway, Springdale OH 45246		7. ADMINISTERED BY (If other than Item 6) See block 6		CODE		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				(X)		9A. AMENDMENT OF SOLICITATION NO.  DE-RP30-06CC30000	
				X		9B. DATED (SEE ITEM 11) 3/31/2006	
						10A. MODIFICATION OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 11)	
CODE		FACILITY CODE					
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) N/A							
<b>13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>							
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).						
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
	D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) SEE PAGE 2							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
(Signature of person authorized to sign)				(Signature of Contracting Officer)			

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

The purpose of this Amendment is to add an attachment to Section L, entitled "Performance Guarantee Agreement," and incorporate revisions to the solicitation as described below:

#### **Section J**

- Item 100 of Section J, Attachment J-2 Deliverables, is hereby revised to replace the text in Item 100 as follows:**

FROM:

	Report	Description	Driver	Frequency	DOE contact/phone	Approval Required
100.	Health and Safety Plans (HASPS)		29 CFR 1910.120	As required		Field Element Manager Approval

TO:

	Report	Description	Driver	Frequency	DOE contact/phone	Approval Required
100.	Worker Safety and Health Program	Written program in accordance with 10 CFR 851. Annual updated document for DOE approval or letter stating there have been no changes.	10 CFR 851 DOE O 440.1A	Initially submitted by February 26, 2007. Updates as required by 10 CFR 851.		Field Element Manager Approval

#### **Section K**

- The first sentence of Section K.15 is hereby revised as follows:**

FROM: By completing and submitting a proposal/bid via Industry Interactive Procurement System (IIPS), the bidder/offeror certifies, under penalty of law, that the representations and certifications are accurate, current, and complete.

TO: By completing and submitting a proposal/bid in accordance with Section L Instructions, the bidder/Offeror herein certifies, under penalty of law, that the representations and certifications are accurate, current, and complete.

2. The fill-in portion of Section K.15 has been revised to add a certification line as follows:

FROM:

\_\_\_\_\_  
Typed name and title of the officer or employee  
responsible for the bid/offer

\_\_\_\_\_  
Date of Execution

\_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
Street

\_\_\_\_\_  
City, State

\_\_\_\_\_  
Solicitation Number

TO:

\_\_\_\_\_  
Typed name and title of the officer or employee  
responsible for the bid/offer

\_\_\_\_\_  
(Certification) Signature of the authorized officer or employee  
responsible for the bid/offer

\_\_\_\_\_  
Date of Execution

\_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
Street

\_\_\_\_\_  
City, State

\_\_\_\_\_  
Solicitation Number

**Section L**

1. **All references to Eastern Standard Time (EST) in Section L are hereby changed to Eastern Daylight Time (EDT).**
2. **The fifth sentence of the first paragraph of Section L.2(i) is hereby revised as follows:**

FROM: The solicitation number, page number and the legend at FAR 52.215-1(e), "Restriction on Disclosure and Use of Data," as appropriate, shall be provided on each page and is the only information that can be displayed within the one inch top, bottom, and side margins.

TO: The solicitation number, page number, date, name of Offeror and the legend at FAR 52.215-1(e), "Restriction on Disclosure and Use of Data," as appropriate, shall be provided on each page and is the only information that can be displayed within the one inch top, bottom, and side margins.

3. **Section L.3(b)(6) is hereby revised to add the following paragraph after the third paragraph of this section:**

In addition, if an Offeror believes it is unable to meet the responsibility requirements of FAR Part 9, solely because of its limited liability corporate structure or joint venture, then it should provide a performance guarantee that is fully executed by all partner/parent companies of the limited liability company or joint venture. The provision of a performance guarantee does not in and of itself make the Offeror responsible, rather it will allow the DOE to consider the responsibility of the companies that are signatory to the performance guarantee when making a responsibility determination of the Offeror. A model performance guarantee is provided in Attachment L-11.

4. **The last sentence of the second paragraph of Section L.4(b) is revised as follows:**

FROM: Failure to submit letters of commitment and resume formats as shown may result in the Offeror receiving a lower rating.

TO: Failure to submit letters of commitment and resume formats as shown shall result in the Offeror receiving a lower rating.

5. **The second sentence of Section L.4(d)(4) is hereby revised as follows:**

FROM: The Offeror shall require that the clients return the Past Performance Questionnaire directly to the address identified on Attachment L-5 no later than four (4) weeks after issuance of this solicitation.

TO: The Offerors shall require that the clients return the Past Performance Questionnaire directly to the address identified on Attachment L-5 no later than five (5) weeks after issuance of this solicitation.

**6. Section L.4(d)(5) is hereby revised as follows:**

FROM: The Offeror shall provide Attachment L-6, List of Terminated Contracts (partially or completely) within the past five (5) years.

TO: The Offeror shall provide Attachment L-6, List of Terminated Contracts (terminated by default partially or completely) within the past five (5) years.

**7. Attachment L-6 is hereby revised as follows:**

FROM: ATTACHMENT L-6 – LIST OF TERMINATED CONTRACTS

TO: ATTACHMENT L-6 – LIST OF TERMINATED CONTRACTS  
(TERMINATED FOR DEFAULT)

**8. The following attachment is hereby added to Section L as Attachment L-11:**

**SECTION L – INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**

**ATTACHMENT L-11 – PERFORMANCE GUARANTEE AGREEMENT**

**Performance Guarantee Agreement**

For value received (from Name of Contractor), and in consideration of, and in order to induce the United States (the Government) to enter into Contract DE-\_\_\_\_\_ which resulted from Solicitation \_\_\_\_\_ for the \_\_\_\_\_ (Contract dated, \_\_\_\_\_, by and between the Government and \_\_\_\_\_ (Contractor), the undersigned, \_\_\_\_\_ (Guarantor), a corporation incorporated in the State of \_\_\_\_\_ with its principal place of business at \_\_\_\_\_ hereby unconditionally guarantees to the Government (a) the full and prompt payment and performance of all obligations, accrued and executory, which Contractor presently or hereafter may have to the Government under the Contract, and (b) the full and prompt payment and performance by Contractor of all other obligations and liabilities of Contractor to the Government, fixed or contingent, due or to become due, direct or indirect, now existing or hereafter and howsoever arising or incurred under the Contract, and (c) Guarantor further agrees to indemnify the Government against any losses the Government may sustain and expenses it may incur as a result of the enforcement or attempted enforcement by the Government of any of its rights and remedies under the Contract, in the event of a default by Contractor thereunder, and/or as a result of the enforcement or attempted enforcement by the Government of any of its rights against Guarantor hereunder.

Guarantor has read and consents to the signing of the Contract resulting from Solicitation \_\_\_\_\_. Guarantor further agrees that Contractor shall have the full right, without any notice to or consent from Guarantor, to make any and all modifications or amendments to the Contract without affecting, impairing, or discharging, in whole or in part, the liability of Guarantor hereunder.

Guarantor hereby expressly waives all defenses which might constitute a legal or equitable discharge of a surety or guarantor, and agrees that this Performance Guarantee Agreement shall be valid and unconditionally binding upon Guarantor regardless of (i) the reorganization, merger, or consolidation of Contractor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Contractor, or the sale or other disposition of all or substantially all of the capital stock, business or assets of Contractor to any other person or party, or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Contractor, or adjudication of Contractor as a bankrupt, or (iii) the assertion by the Government against Contractor of any of the Government's rights and remedies provided for under the Contract, including any modifications or amendments thereto, or under any other document(s) or instrument(s) executed by Contractor, or existing in the Government's favor in law, equity, or bankruptcy.

Guarantor further agrees that its liability under this Performance Guarantee Agreement shall be continuing, absolute, primary, and direct, and that the Government shall not be required to pursue any right or remedy it may have against Contractor or other Guarantors under the Contract, or any modifications or amendments thereto, or any other document(s) or instrument(s) executed by Contractor, or otherwise. Guarantor affirms that the Government shall not be required to first commence any action or obtain any judgment against Contractor before enforcing this Performance Guarantee Agreement against Guarantor, and that Guarantor will, upon demand, pay the Government any amount, the payment of which is guaranteed hereunder and the payment of which by Contractor is in default under the Contract or under any other document(s) or instrument(s) executed by Contractor as aforesaid, and that Guarantor will, upon demand, perform all other obligations of Contractor, the performance of which by Contractor is guaranteed hereunder.

Guarantor agrees to assure that it shall cause this Performance Guarantee Agreement to be unconditionally binding upon any successor(s) to its interests regardless of (i) the reorganization, merger, or consolidation of Guarantor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Guarantor, or the sale or other disposition of all or substantially all of the capital stock, business, or assets of Guarantor to any other person or party, or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Guarantor, or adjudication of Guarantor as a bankrupt.

Guarantor further warrants and represents to the Government that the execution and delivery of this Performance Guarantee Agreement is not in contravention of Guarantor's Articles of Organization, Charter, by-laws, and applicable law; that the execution and delivery of this Performance Guarantee Agreement, and the performance thereof, has been duly authorized by the Guarantor's Board of Directors, Trustees, or any other management board which is required to participate in such decisions; and that

the execution, delivery, and performance of this Performance Guarantee Agreement will not result in a breach of, or constitute a default under, any loan agreement, indenture, or contract to which Guarantor is a party or by or under which it is bound.

No express or implied provision, warranty, representation or term of this Performance Guarantee Agreement is intended, or is to be construed, to confer upon any third person(s) any rights or remedies whatsoever, except as expressly provided in this Performance Guarantee Agreement.

In witness thereof, Guarantor has caused this Performance Guarantee Agreement to be executed by its duly authorized officer, and its corporate seal to be affixed hereto on this \_\_\_\_ day of \_\_\_\_\_ 2006.

NAME OF CORPORATION: \_\_\_\_\_

NAME AND POSITION OF OFFICIAL EXECUTING PERFORMANCE GUARANTEE AGREEMENT ON BEHALF OF GUARANTOR:

\_\_\_\_\_

ATTESTATION INCLUDING APPLICATION OF SEAL BY AN OFFICIAL OF  
GUARANTOR AUTHORIZED TO AFFIX CORPORATE SEAL

By \_\_\_\_\_

Seal